IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No. 8421 of 1991

For Approval and Signature:

HONOURABLE MR.JUSTICE R.S.GARG

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1 Whether Reporters of Local Papers may be allowed to see the judgment ?

2 To be referred to the Reporter or not ?

3 Whether their Lordships wish to see the fair copy of the judgment ?

4 Whether this case involves a substantial question of law as to the interpretation of the constitution of India, 1950 or any order made thereunder ?

5 Whether it is to be circulated to the civil judge ?

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RASILABEN RAMESHCHANDRA BHAGDEV W/O RAMESHCHANDRA P. - Petitioner(s)
Versus
GUJARAT KRUSHI UNIVERSITY & 2 - Respondent(s)

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Appearance :
MR RA MISHRA for Petitioner(s) : 1,
MR SN SHELAT for Respondent(s) : 1,
RULE SERVED for Respondent(s) : 2,
NANAVATI & NANAVATI for Respondent(s) : 3,

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CORAM : HONOURABLE MR.JUSTICE R.S.GARG

Date : 22/11/2006

ORAL JUDGMENT

1. Mr.R.A. Mishra, learned counsel for the petitioner, Ms.Rupa Rane, learned counsel for the respondent No.1 and Mr.DG Shukla, learned counsel for the respondent

No.3.

2. Present is a case where the petitioner claims double accident benefits from Life Insurance Corporation (“the L.I.C.” for short) on the ground that the premium from the salary of her husband was already deducted and as the employer of her husband was working as agent for deducting the premium and as there was concluded contract between the L.I.C. and the employer, the L.I.C. cannot deny their liability and they are obliged to make the payment under the Double Accident Benefits Scheme.

3. The respondent No.1 in its short reply has submitted that under the Double Accident Benefits Policy-cum-Scheme, 702 persons were to be benefited w.e.f. 20/9/1988, but at later stage, it was thought that 159 persons should also be included in the Scheme and as the premium was already deducted, the L.I.C. was answerable to the claim of the present petitioner. The L.I.C. in its reply has submitted that the employer – respondent No.1 made an approach to them submitting inter-alia that beyond 702 persons who would be entitled to the benefits under the Double Accident Benefits Scheme, 159 persons be included. This was agreed to between the parties but at

a later stage, instead of 159 persons, the L.I.C. supplied a list of 423 persons and as it was not possible for the L.I.C. to segregate the persons, they referred the matter to the Zonal Office. The Zonal Office, firstly, did not approve the proposal, but at a later stage informed that the names of 423 persons may be included in the Scheme, but the benefits would commence w.e.f. 20/9/1990. it is to be noted that the husband of the petitioner expired on 23/9/1989. As the matter relates to fixing the liability of the L.I.C., an inquiry will have to be made into the facts that what in fact, really transpired, what rights were created in favour of the employer for the benefits of its employees and whether there was intention on the part of the L.I.C. to accept the premium for 159 persons, the details of which probably was supplied by the employer to the L.I.C. and as all these inquiries cannot be made in these proceedings, I leave the petitioner to approach appropriate forum. No costs.

(R.S. GARG, J.)

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